

**Charlestown Mall**

**Box 2**

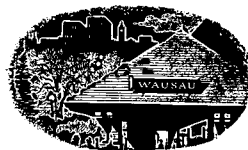
**Document 6**

2/1/77 - 2/1/80

# Employers Insurance of Wausau

## COMBINATION CASUALTY POLICY

PLEASE READ YOUR POLICY



For Information or Service  
Relative to this Policy  
Address or Telephone

**Employers Insurance  
of Wausau**

935 James Street—Box 1045  
Syracuse, New York 13201  
Phone: (315) 478-4111

THIS POLICY IS NONASSESSABLE

**MUTUALS-MEMBERSHIP AND VOTING NOTICE:** The insured is notified that by virtue of this policy, he is a member of the Employers Mutual Liability Insurance Company of Wisconsin, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual Meetings are held in its home office at Wausau, Wisconsin, on the fourth Friday of May, in each year, at 9:00 o'clock A.M.

## Employers Mutual Liability Insurance Company of Wisconsin

HOME OFFICE: WAUSAU, WISCONSIN

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

### COVERAGES

The insurance afforded by this policy is only with respect to such Coverages as are indicated by specific premium charge or charges in the appropriate Coverage Schedule or Schedules of the Coverage Part or Parts attached to and hereby made a part of this policy.

### SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in

court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation

# Employers Insurance of Wausau

## COMBINATION CASUALTY POLICY DECLARATIONS

**Policy Number**

0920 00 048494

**Item 1. Named Insured and Address**

CHARLES A. GAETANO  
CONSTRUCTION CORP.  
1506 WHITESBORO STREET  
UTICA, NY 13502

The named insured is: ☐ individual; ☐ partnership; ☒ corporation;  
☐ joint venture; ☐ other

Adjustment of premium shall be made: MONTHLY

Business of Named Insured is:

**Item 2. Policy Period: From**

7 1 79 to 7 1 80

12:01 A.M., standard time at address of the named insured as stated herein.

3. The insurance afforded is only with respect to such Coverages as are indicated by specific premium charge or charges in the appropriate Coverage Schedule or Schedules of the Coverage Part or Parts attached to this policy. The limit of the company's liability against each such coverage shall be as stated in the appropriate Coverage Schedule or Schedules for the Coverage Part or Parts attached to this policy.

**SUMMARY OF INSURANCE AND PREMIUM CHARGES****PREMIUM CHARGES**

COMPREHENSIVE GENERAL LIABILITY INSURANCE

\$ 3,521

PREMISES MEDICAL PAYMENTS INSURANCE

120

PERSONAL INJURY LIABILITY INSURANCE

117

**SUMMARY**

ALL AUDITED PREMIUM

**ANNUAL**

19,404

ALL OTHER PREMIUM

108

TOTAL

19,512

**ADVANCE**

4,851

108

4,959

**Endorsements**

2,3 &amp;4

\$ 1,201

Amount Due

\$ 4,959

Coverage Parts 560-4-1 560-12-1 560-13-1

Issued by (X) EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN

Attached to Form 60-1.1 and Coverage Parts shown above.

( ) ILLINOIS EMPLOYERS INSURANCE OF WAUSAU

Attached to Form J60-1.1 and Coverage Parts shown above.

( ) WAUSAU UNDERWRITERS INSURANCE COMPANY

Attached to Form W60-1 and Coverage Parts shown above.

( ) WORLDWIDE UNDERWRITERS INSURANCE COMPANY

Attached to Form W60-1 and Coverage Parts shown above.

Countersigned by

Authorized Company Representative

Bur.

# Employers Insurance of Wausau

## COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

Named Insured **CHARLES A. GAETANO**  
**CONSTRUCTION CORP.**  
 Policy Number **0920 00 048494**

### COVERAGE SCHEDULE

1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY		ADVANCE PREMIUM
	Each Occurrence	Aggregate	
A-Bodily Injury Liability	\$ 500,000	\$ 500,000	\$ 2,338
B-Property Damage Liability	\$ 100,000	\$ 100,000	\$ 1,183
Total Advance Premium			\$ 3,521

- The declarations are completed on the accompanying schedule(s) designated "General Liability Hazards".
- The locations of all premises owned by, rented to or controlled by the named insured and the part occupied by named insured are shown on the accompanying schedule(s).
- Interest of named insured in such premises: Owner ☐; Tenant ☐; General Lessee ☐.
- The accompanying schedule(s) disclose(s) all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

### COVERAGES

#### I. COVERAGE A-BODILY INJURY LIABILITY

#### COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A. bodily injury or

Coverage B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - any watercraft owned or operated by or rented or loaned to any insured, or
  - any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - liability assumed by the insured under an incidental contract, or
  - expenses for first aid under the Supplementary Payments provision;
- to bodily injury or property damage for which the insured or his indemnitee may be held liable
  - as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
- by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
  - by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
  - but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- to property damage to
  - property owned or occupied by or rented to the insured,
  - property used by the insured, or
  - property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

## COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART (Continued)

- (l) to **property damage** to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
  - (1) the delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- (n) to **property damage** to the named insured's products arising out of such products or any part of such products;
- (o) to **property damage** to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to **property damage** included within:
  - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x";
  - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c";
  - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

## II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;provided that no person or organization shall be an insured under this paragraph (e) with respect to:
  - (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
  - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

## III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

**Coverage A**—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

**Coverage B**—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

**Coverages A and B**—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

## IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

# Employers Insurance of Wausau

## CHANGE OF RECORDS ENDORSEMENT

CHARLES GAETANO CONST. CORP.

Invoice Number      Invoice Date

Amount Due  
\$

Policy Number	Assn.	Former Policy Number	End. No.	T	Representative	Alpha Code
0930 02 048494	00		5	1	1405	GA
Named Insured and Address						
430 COURT ST. CORP. & 430 COURT ST. ASSOC. UTICA, NY 13502						

Audit Period:

This Endorsement is effective 6 12 80

Policy Period: 6 12 79 to 6 12 81

Invoice/Rating Period: to

12:01 A.M.,

and will terminate with the policy.

standard time at the address of the named insured as stated herein.

- ☐ It is agreed that the policy number is changed to the above.
- ☒ It is agreed that the policy period is changed to the above. Formerly: 6 12 79 TO 6 12 80
- ☐ It is agreed that the invoice/rating period is changed to the above. Formerly:
- ☐ It is agreed that the name and address (is/are) changed to the above. Formerly:

☐ It is agreed that the Garaging Location is changed to:

NO ADDITIONAL PREMIUM

All other provisions and conditions remain unchanged.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

# Employers Insurance of Wausau

DUPLICATE

CHARLES GAETANO CONST. CORP. **CHANGE OF RECORDS ENDORSEMENT**

Invoice Number Invoice Date

Amount Due  
\$

Policy Number	Assn.	Former Policy Number	End. No.	T	Representative	Alpha Code
0930 02 048494	00		5	1	1405	GA
Named Insured and Address						
430 COURT ST. CORP. & 430 COURT ST. ASSOC. UTICA, NY 13502						

Audit Period:

This Endorsement is effective 6 12 80

Policy Period: 6 12 79 to 6 12 81

Invoice/Rating Period: to

12:01 A.M.,

and will terminate with the policy.

standard time at the address of the named insured as stated herein.

- ☐ It is agreed that the policy number is changed to the above.
- ☒ It is agreed that the policy period is changed to the above. Formerly: 6 12 79 TO 6 12 80
- ☐ It is agreed that the invoice/rating period is changed to the above. Formerly:
- ☐ It is agreed that the name and address (is/are) changed to the above. Formerly:

☐ It is agreed that the Garaging Location is changed to:

NO ADDITIONAL PREMIUM

All other provisions and conditions remain unchanged.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

# GENERAL LIABILITY HAZARDS

Named Insured: CHARLES A. GAETANO CONSTRUCTION CORP.

Policy No. 0920 00 048494 Schedule No. 1

(M) 10-78 PRD. USA

660-3

Description of Hazards (Show Summary of Premium When Applicable)	Item No.	Code Number	Premium Bases	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
---PREMISES-OPERATIONS--- ---NEW YORK---(T-02) CONTRACTORS-CONSTRUCTION OR ERECTION- EXECUTIVE SUPERVISORS EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION	1	15192 (313)	(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (C) 75,000	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 Remuneration (C) 1.085	.386	814	290
CONTRACTORS' PERMANENT YARDS- MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL	2	42264 (313)	23,000	.789	.324	181	75
CARPENTRY	3	17535 (313)	73,000	.552	.224	403	164
CONCRETE CONSTRUCTION-INCLUDING FOUNDATIONS, MAKING, SETTING UP OR TAKING DOWN FORMS, SCAFFOLDS, FALSEWORK, OR CONCRETE DISTRIBUTING APPARATUS	4	17745 (313)	IF ANY	1.183	.293		
CONCRETE-RATED AS: AIRPORT RUNWAY OR WARMING APRON CONSTRUCTION PAVING OR REPAVING	5	16135 (313)	293,000	.641	.247	1,878	724
MASONRY	6	17425 (313)	325,620	.463	.147	1,508	479
EXCAVATION	7*	15111XC (313)	134,000	1.972	1.479	2,642	1,982

Employers Insurance of Wausau



**EMPLOYERS INSURANCE OF WAUSAU**

(M) 10-76 PRD. USA

560-3

Description of Hazards (Show Summary of Premium When Applicable)	Item No.	Code Number	Premium Bases	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
LANDSCAPE GARDENING-INCLUDING COMPLETED OPERATIONS (PRODUCTS INCLUDED BY END #5)  MINIMUM PREMIUM BI \$197 PD \$154  ---INDEPENDENT CONTRACTORS---	8	07311XC (313)	(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration  67,000	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 Remuneration  .513/.599		344	401
CONSTRUCTION OPERATIONS-CONTRACTOR (NOT RAILROADS)-EXCLUDING OPERATIONS ON BOARD SHIPS  FIRST \$ 500,000 NEXT \$ 500,000 OVER \$1,000,000  MINIMUM PREMIUM BI \$18 PD \$20  ---COMPLETED OPERATIONS---	9 10 11	16291 (315)	COST PER PROJECT  IF ANY IF ANY IF ANY	PER \$100 OF COST PER PROJECT  .054/.015 .026/.008 .007/.002		18(M)	20(M)
CARPENTRY	12	17535 (316)	RECEIPTS 278,000	PER \$1000 .177/.141		49	39
CONCRETE CONSTRUCTION	13	15131S (316)	IF ANY	.388/.117			
CONSTRUCTION OR SURFACING-SIDEWALKS, DRIVEWAYS, PARKING LOTS OR YARDS	14	16141 (316)	2,616,000	.251/.059		657	154
MASONRY	15	17425 (316)	2,821,000	.192/.082		542	231

## Employers Insurance of Wausau

# GENERAL LIABILITY HAZARDS

Named Insured: CHARLES A. GAETANO CONSTRUCTION CORP.

Policy No. 0920 00 048494 Schedule No. 3

(M) 10-76 PATD. USA

Description of Hazards (Show Summary of Premium When Applicable)	Item No.	Code Number	Premium Bases	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
EXCAVATION	16	15111 (316)	(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration 177,000	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 Remuneration .516	.304	91	54
GENERAL CONTRACTING-BUILDING CONSTRUCTION							
BUILDINGS	17	15164 (316)	632,000	.295	.156	186	99
MINIMUM PREMIUM BI \$49 PD \$39							
EXCESS LIMITS CHARGE	18	99901 (325)				10	5

560-3

Employers Insurance of Wausau

# Employers Insurance of Wausau

## PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

Named Insured **CHARLES A. GAETANO**  
**CONSTRUCTION CORP.**  
Policy Number **0920 00 048494**

### COVERAGE SCHEDULE

1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY		ADVANCE PREMIUM
E. Premises Medical Payments	\$ 5,000	each person	
	\$ 10,000	each accident	\$ 120
(a) Premises and operations			\$
(b) Escalators			INCLUDED
(c) Sports activities			\$
Total Advance Premium			\$ 120

### I. COVERAGE E- PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for **bodily injury** liability under this policy.

Exclusions  
This insurance does not apply:

#### (a) to **bodily injury**

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (i) any watercraft owned or operated by or rented or loaned to any insured, or
  - (ii) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on the insured premises; or
- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

#### (b) to **bodily injury**

- (1) included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor;
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

#### (c) to **bodily injury**

- (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;
- (2) to any other tenant if the **bodily injury** occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

### II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all medical expense for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for **bodily injury** accident to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

**PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART (Continued)**

**IV. POLICY TERRITORY**

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

**V. ADDITIONAL CONDITION**

**Medical Reports; Proof and Payment of Claim**

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonable require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

# GENERAL LIABILITY HAZARDS

Named Insured: CHARLES A. GAETANO CONSTRUCTION CORP.

Policy No. 0920 00 048494 Schedule No. 1

(M) 10-76 PRD. USA

560-3

Description of Hazards (Show Summary of Premium When Applicable)	Item No.	Code Number	Premium Bases	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
ALL OPERATIONS CLASSIFICATION MINIMUM \$10			(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 Remuneration			
			BI PREMIUM 14,163	% 3.4		482	

Employers Insurance of Wausau

# Employers Insurance of Wausau

## PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

Named Insured **CHARLES A. GAETANO**  
**CONSTRUCTION CORP.**  
 Policy Number **0920 00 048494**

### COVERAGE SCHEDULE

1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGE	LIMITS OF LIABILITY	ADVANCE PREMIUM
<b>P. Personal Injury Liability—Item No. 19 Code No. 99980 (48)</b>  The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.  <b>Groups of Offenses</b>  <b>A. False Arrest, Detention or Imprisonment, or Malicious Prosecution</b> <u>2</u> % of total Premises—Operations Bodily Injury Liability Premium	<b>\$ 500,000 aggregate</b>  Insured's Participation _____ %	<b>\$ 39 ADVANCE</b>  (Annual \$ <u>155</u> )
<b>B. Libel, Slander, Defamation or Violation of Right of Privacy</b> <u>2</u> % of total Premises—Operations Bodily Injury Liability Premium		<b>\$ 39 ADVANCE</b>  (Annual \$ <u>155</u> )
<b>C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy</b> <u>2</u> % of total Premises—Operations Bodily Injury Liability Premium		<b>\$ 39 ADVANCE</b>  (Annual \$ <u>155</u> )
<b>Minimum Premium \$ 43</b>	<b>Total Advance Premium</b>	<b>\$ 117</b>

EXCLUSION "C" IS HEREBY DELETED

### COVERAGE

#### I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

**PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART (Continued)**

**II. PERSONS INSURED**

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and
  - (i) any director or stockholder thereof while acting within the scope of his duties as such; and
  - (ii) any executive officer of the named insured while acting within the scope of his employment for the named insured.

The term "executive officer" means any person holding any of the officer positions created by the charter or bylaws of the named insured.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

**III. LIMITS OF LIABILITY INSURED'S PARTICIPATION**

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total liability of the company for all damages because of all personal injury to which this coverage applies shall not exceed the limit of personal injury liability stated in the schedule as "aggregate."

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

**IV. ADDITIONAL DEFINITION**

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

# Employers Insurance of Wausau

## PERSONS INSURED EXECUTIVE OFFICERS AND EMPLOYEES

Policy Number  
0920 00 048494

Assn.

End.  
No.  
1

T

Representative

Alpha Code

Named Insured and Address  
CHARLES A. GAETANO  
CONSTRUCTION CORP.

This Endorsement is effective 7 1 79

and will terminate with the policy.

Policy Period: From  
to

12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- ( X ) COMPREHENSIVE GENERAL LIABILITY INSURANCE
- ( ) MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
- ( ) OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
- ( ) OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
- ( ) STOREKEEPERS' INSURANCE

It is agreed that the "Persons Insured" provision is amended as follows:

1. Subdivision (c) is replaced by the following:

- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and
  - (i) any director or stockholder thereof while acting within the scope of his duties as such; and
  - (ii) any executive officer of the named insured while acting within the scope of his employment for the named insured.

The term "executive officer" means any person holding any of the officer positions created by the charter or bylaws of the named insured.

2. The word "insured" also includes any employee of the named insured while acting within the scope of his employment for the named insured; provided, that no person shall be an insured under this paragraph with respect to:

- (a) bodily injury to (i) any fellow employee of such person injured in the course of his employment or (ii) the named insured or (iii) if the named insured is a partnership or joint venture, any partner or member thereof;
- (b) property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (i) another employee of the named insured or (ii) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof.

All other provisions and conditions remain unchanged.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.



# Employers Insurance of Wausau

## ENDORSEMENT

Invoice Number

Invoice Date

Amount Due

\$

Policy Number

0920 00 048494

Assn.

End.  
No.  
2

T

Representative

Alpha Code

Named Insured and Address

CHARLES A. GAETANO  
CONSTRUCTION CORP.

Audit Period:

This Endorsement is effective

7 1 79

Policy Period:

to

12:01 A.M.,

and will terminate with the policy.

standard time at the address of the named insured as stated herein.

Invoice/Rating Period:

to

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM PROPERTY DAMAGE ENDORSEMENT  
(INCLUDING COMPLETED OPERATIONS)

IT IS AGREED THAT THE INSURANCE FOR PROPERTY DAMAGE LIABILITY APPLIES, SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

- A. THE EXCLUSIONS RELATING TO PROPERTY DAMAGE TO (1) PROPERTY OWNED, OCCUPIED OR USED BY OR RENTED TO THE INSURED OR IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL AND (2) WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED ARISING OUT OF THE WORK OR ANY PORTION THEREOF, OR OUT OF MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION THEREWITH, ARE REPLACED BY THE FOLLOWING EXCLUSIONS (Y) AND (Z):
- (Y) TO PROPERTY DAMAGE
- (1) TO PROPERTY OWNED OR OCCUPIED BY OR RENTED TO THE INSURED, OR, EXCEPT WITH RESPECT TO THE USE OF ELEVATORS, TO PROPERTY HELD BY THE INSURED FOR SALE OR ENTRUSTED TO THE INSURED FOR STORAGE OR SAFE-KEEPING,
- (2) EXCEPT WITH RESPECT TO LIABILITY UNDER A WRITTEN SIDETRACK AGREEMENT OR THE USE OF ELEVATORS TO

# Employers Insurance of Wausau

ENDORSEMENT (Continued)

CHARLES A. GAETANO  
CONSTRUCTION CORP.

0920 00 048494  
SHEET 2 OF END. #2

- (A) PROPERTY WHILE ON PREMISES OWNED BY OR RENTED TO THE INSURED FOR THE PURPOSE OF HAVING OPERATIONS PERFORMED ON SUCH PROPERTY BY OR ON BEHALF OF THE INSURED,
- (B) TOOLS OR EQUIPMENT WHILE BEING USED BY THE INSURED IN PERFORMING HIS OPERATIONS,
- (C) PROPERTY IN THE CUSTODY OF THE INSURED WHICH IS TO BE INSTALLED, ERECTED OR USED IN CONSTRUCTION BY THE INSURED,
  - (I) UPON WHICH OPERATIONS ARE BEING PERFORMED BY OR ON BEHALF OF THE INSURED AT THE TIME OF THE PROPERTY DAMAGE ARISING OUT OF SUCH OPERATIONS, OR
  - (II) OUT OF WHICH ANY PROPERTY DAMAGE ARISES, OR
  - (III) THE RESTORATION, REPAIR OR REPLACEMENT OF WHICH HAS BEEN MADE OR IS NECESSARY BY REASON OF FAULTY WORKMANSHIP THEREON BY OR ON BEHALF OF THE INSURED;

- (Z) WITH RESPECT TO THE COMPLETED OPERATIONS HAZARD AND WITH RESPECT TO ANY CLASSIFICATION STATED ON THE SCHEDULE(S) DESIGNATED GENERAL LIABILITY HAZARDS AS "INCLUDING COMPLETED OPERATIONS," TO PROPERTY DAMAGE TO WORK PERFORMED BY THE NAMED INSURED ARISING OUT OF THE WORK OR ANY PORTION THEREOF, OR OUT OF MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION THEREWITH.

B. THE INSURANCE AFFORDED BY THIS ENDORSEMENT SHALL BE EXCESS INSURANCE OVER ANY VALID AND COLLECTIBLE PROPERTY INSURANCE (INCLUDING ANY DEDUCTIBLE PORTION THEREOF) AVAILABLE TO THE INSURED, SUCH AS BUT NOT LIMITED TO FIRE AND EXTENDED COVERAGE, BUILDER'S RISK COVERAGE OR INSTALLATION RISK COVERAGE, AND THE "OTHER INSURANCE" CONDITION IS AMENDED ACCORDINGLY.

ITEM #20 CODE NO. 99982 (325)

RATE 15% OF M&C, O&C, CO. OPS & CONTR. P.D. PREMIUM

MINIMUM PREMIUM \$12

ESTIMATED ANNUAL PREMIUM \$844

AMOUNT DUE \$211

All other provisions and conditions remain unchanged.

G5504-1

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

# Employers Insurance of Wausau

## ENDORSEMENT

Invoice Number      Invoice Date      Amount Due  
\$

Policy Number      Assn.      End. No.      T      Representative      Alpha Code

0920 00 048494      3

Named Insured and Address  
CHARLES A. GAETANO  
CONSTRUCTION CORP.

### Audit Period:

This Endorsement is effective 7 1 79  
Policy Period: to 12:01 A.M., and will terminate with the policy.  
Invoice/Rating Period: to standard time at the address of the named insured as stated herein.

## HOST LIQUOR LIABILITY ENDORSEMENT

THIS ENDORSEMENT DOES NOT MODIFY ANY COVERAGE PART FORMING A PART OF THIS POLICY.

## SCHEDULE

THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS ENDORSEMENT HAVING REFERENCE THERETO.

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>	<u>PREMIUM</u>
INJURY TO PERSON	\$500,000 EACH PERSON \$500,000 EACH OCCURRENCE	\$51
INJURY TO PROPERTY	\$100,000 EACH OCCURRENCE OR SERIES OF OCCURRENCES	\$18
INJURY TO MEANS OF SUPPORT	\$100,000 ALL PERSONS ARISING FROM ONE OCCURRENCE OR SERIES OF OCCURRENCES	\$24
ITEM NO. 21	CODE NO. 70414 (312)	TOTAL PREMIUM \$93

# Employers Insurance of Wausau

CHARLES A. GAETANO  
CONSTRUCTION CORP.

ENDORSEMENT (Continued)

0920 00 048494  
SHEET 2 OF END. #3

## COVERAGE

THE COMPANY, IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL OF THE PROVISIONS OF THE POLICY NOT EXPRESSLY MODIFIED HEREIN, AGREES WITH THE NAMED INSURED AS FOLLOWS:

### I. COVERAGE AGREEMENT.

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES BY REASON OF THE PROVISIONS OF ANY CIVIL DAMAGE ACT, BECAUSE OF INJURY CAUSED BY THE GIVING, FURNISHING OR DELIVERING OF ALCOHOLIC LIQUOR TO ANY PERSON OR PERSONS BY THE INSURED, AND THE COMPANY SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT AGAINST THE INSURED SEEKING SUCH DAMAGES, EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE, OR FRAUDULENT, AND MAY MAKE SUCH INVESTIGATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT, BUT THE COMPANY SHALL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR TO DEFEND ANY SUIT AFTER THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.

### EXCLUSIONS:

THIS INSURANCE DOES NOT APPLY:

- (A) TO INJURY TO PERSON SUSTAINED BY ANY PERSON WHILE ENGAGED IN THE EMPLOYMENT OF THE NAMED INSURED;
- (B) TO INJURY TO THE MEANS OF SUPPORT OF ANY PERSON AS THE RESULT OF ANY INJURY TO PERSON SUSTAINED BY SUCH PERSON WHILE ENGAGED IN THE EMPLOYMENT OF THE NAMED INSURED;
- (C) TO INJURY TO
  - (1) PROPERTY OWNED OR OCCUPIED BY, LEASED OR RENTED TO THE INSURED,
  - (2) PROPERTY USED BY THE INSURED, OR
  - (3) PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL;
- (D) TO ANY INJURY WITH RESPECT TO WHICH INSURANCE IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO BODILY INJURY LIABILITY OR PROPERTY DAMAGE LIABILITY;
- (E) TO ANY GIVING, FURNISHING OR DELIVERING OF ALCOHOLIC LIQUOR FOR WHICH THE INSURED MAY BE HELD LIABLE AS A PERSON OR ORGANIZATION ENGAGED IN THE BUSINESS OF MANUFACTURING, DISTRIBUTING, SELLING OR SERVING ALCOHOLIC BEVERAGES OR AS AN OWNER OR LESSOR OF PREMISES USED FOR SUCH PURPOSES.

# Employers Insurance of Wausau

CHARLES A. GAETANO  
CONSTRUCTION CORP.

ENDORSEMENT (Continued)

0920 00 048494  
SHEET 3 OF END. #3

## II. PERSONS INSURED.

EACH OF THE FOLLOWING IS AN INSURED UNDER THIS INSURANCE TO THE EXTENT SET FORTH BELOW:

- (A) IF THE NAMED INSURED IS DESIGNATED IN THE DECLARATIONS AS AN INDIVIDUAL, THE PERSON SO DESIGNATED BUT ONLY WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH HE IS THE SOLE PROPRIETOR;
- (B) IF THE NAMED INSURED IS DESIGNATED IN THE DECLARATIONS AS A PARTNERSHIP OR JOINT VENTURE, THE PARTNERSHIP OR JOINT VENTURE SO DESIGNATED AND ANY PARTNER OR MEMBER THEREOF BUT ONLY WITH RESPECT TO HIS LIABILITY AS SUCH;
- (C) IF THE NAMED INSURED IS DESIGNATED IN THE DECLARATIONS AS OTHER THAN AN INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE, THE ORGANIZATION SO DESIGNATED AND ANY EXECUTIVE OFFICER, DIRECTOR OR STOCKHOLDER THEREOF WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH;
- (D) ANY PERSON (OTHER THAN AN EMPLOYEE OF THE NAMED INSURED) OR ORGANIZATION WHILE ACTING AS REAL ESTATE MANAGER FOR THE NAMED INSURED.

THIS INSURANCE DOES NOT APPLY TO INJURY ARISING OUT OF THE CONDUCT OF ANY PARTNERSHIP OR JOINT VENTURE OF WHICH THE INSURED IS A PARTNER OR MEMBER AND WHICH IS NOT DESIGNATED IN THIS POLICY AS A NAMED INSURED.

## III. LIMITS OF LIABILITY

REGARDLESS OF THE NUMBER OF (1) INSUREDS UNDER THIS POLICY, (2) PERSONS OR ORGANIZATIONS WHO SUSTAIN INJURY, OR (3) CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF ANY INJURY, THE COMPANY'S LIABILITY IS LIMITED AS FOLLOWS:

INJURY TO PERSON. WITH RESPECT TO THE INSURANCE AFFORDED FOR INJURY TO PERSON, THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS APPLICABLE TO "EACH PERSON" IS THE LIMIT OF THE COMPANY'S LIABILITY ON ACCOUNT OF INJURY TO PERSON SUSTAINED BY ONE PERSON IN ANY ONE OCCURRENCE, OR SUSTAINED BY ONE PERSON IN ANY SERIES OF OCCURRENCES, ARISING OUT OF ONE CASE OF INTOXICATION; AND THE LIMIT OF SUCH LIABILITY STATED IN THE SCHEDULE AS APPLICABLE TO "EACH OCCURRENCE" IS, SUBJECT TO THE ABOVE PROVISION RESPECTING EACH PERSON, THE TOTAL LIMIT OF THE COMPANY'S LIABILITY ON ACCOUNT OF INJURY TO PERSON SUSTAINED BY ALL PERSONS INJURED IN ANY ONE OCCURRENCE, OR SERIES OF OCCURRENCES ARISING OUT OF ANY ONE CASE OF INTOXICATION.

INJURY TO PROPERTY. THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS APPLICABLE TO "INJURY TO PROPERTY" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY ON ACCOUNT OF INJURY TO PROPERTY RESULTING FROM ANY ONE OCCURRENCE, OR SERIES OF OCCURRENCES ARISING OUT OF ANY ONE CASE OF INTOXICATION.

# Employers Insurance of Wausau

ENDORSEMENT (Continued)

CHARLES A. GAETANO  
CONSTRUCTION CORP.

0920 00 048494  
SHEET 4 OF END. #3

INJURY TO MEANS OF SUPPORT. THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS APPLICABLE TO "INJURY TO MEANS OF SUPPORT" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY ON ACCOUNT OF ALL PERSONS WHO SHALL BE INJURED IN MEANS OF SUPPORT ON ACCOUNT OF ANY ONE OCCURRENCE, OR SERIES OF OCCURRENCES ARISING OUT OF ANY ONE CASE OF INTOXICATION, OR ON ACCOUNT OF ALL PERSONS WHO SHALL BE INJURED IN MEANS OF SUPPORT BY REASON OF THE FAILURE OF ANY ONE PERSON TO FURNISH MEANS OF SUPPORT.

#### IV. ENDORSEMENT PERIOD; TERRITORY

THIS INSURANCE APPLIES ONLY TO INJURY OCCURRING DURING THE POLICY PERIOD WITHIN THE POLICY TERRITORY IN CONSEQUENCE OF THE GIVING, FURNISHING, OR DELIVERING OF ALCOHOLIC LIQUOR DURING THE POLICY PERIOD.

#### V. POLICY CONDITIONS

THE CONDITIONS OF THE POLICY CAPTIONED "INSPECTION AND AUDIT," "INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT," "ACTION AGAINST COMPANY," "OTHER INSURANCE," "SUBROGATION," "CHANGES," "ASSIGNMENT," "THREE-YEAR POLICY," "CANCELATION," AND "DECLARATIONS" APPLY TO THE INSURANCE AFFORDED BY THIS ENDORSEMENT.

#### VI. ADDITIONAL AND AMENDED DEFINITIONS

WHEN USED IN REFERENCE TO THIS INSURANCE, THE WORD "OCCURRENCE" MEANS AN ACCIDENT, INCLUDING INJURIOUS EXPOSURE TO CONDITIONS, WHICH RESULTS, DURING THE ENDORSEMENT PERIOD, IN AN INJURY NEITHER EXPECTED NOR INTENDED FROM THE STANDPOINT OF THE INSURED.

WHEN USED IN REFERENCE TO THIS INSURANCE, THE UNQUALIFIED WORD "INJURY" MEANS INJURY IN PERSON OR PROPERTY, OR INJURY TO THE MEANS OF SUPPORT OF ANY PERSON.

All other provisions and conditions remain unchanged.

G5516

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

## BLANKET CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

\$

CHARLES A. GAETANO  
CONSTRUCTION CORP.

**12:01 A.M., standard time at the address of the named insured as stated herein**

Page 1 of 3 page  
G572

## BLANKET CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT (Continued)

(a) any employee of the insured or member of such employee's family because of bodily injury sustained by such employee in the course of his employment by the insured; or

(b) any employee of the insured because of bodily injury sustained by a fellow employee injured in the course of his employment by the insured;

### THIRD-PARTY BENEFICIARY

(4) to any obligation for which the insured may be held liable in an action on a contract by a third-party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

### COMPLETED OPERATIONS – PRODUCTS HAZARDS

(5) to bodily injury or property damage included within the completed operations hazard or the products hazard;

## II. LIMITS OF LIABILITY.

The "Limits of Liability" provision is amended to further provide that the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability stated in this endorsement as "aggregate".

Such aggregate shall apply separately with respect to each project away from premises owned by or rented to the named insured.

## III. ADDITIONAL DEFINITIONS.

When used in reference to this insurance:

"indemnitee" means the person or organization claiming indemnification from the insured;

"insured contract" means any written contract entered into by the named insured prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but "insured contract" does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent.

## IV. AMENDED AND ADDITIONAL CONDITIONS.

**Premium.** With respect to the insurance afforded under this endorsement, the premium bases and rates for this insurance are the bases and rates shown in the Schedule.

When used as a premium basis for this insurance, "receipts" means the total of all amounts received or receivable by the named insured on account of

(a) all sales of products, merchandise and services during the policy period;

(b) all rentals of machinery and equipment during the policy period; and

(c) all contracting operations during the policy period, including but not limited to excavation, construction, erection, demolition, maintenance and repair operations;

provided, that with respect to any sales, rentals or operations under contracts performed in part but not completely during this policy period, receipts shall be allocated to this policy period on a prorata basis in accordance with the proportion of sales, rentals or operations which occur during the policy period.

**Arbitration.** The company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.



# Employers Insurance of Wausau

## BLANKET CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT (Continued)

### SCHEDULE

END #4

Aggregate Limit of Liability: \$ 100,000

Classifications SHOW SUMMARY OF PREMIUM WHEN APPLICABLE	Item No.	Code Number	Premium Basis	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
CONSTRUCTION RISKS- BROAD FORM COVERAGE	22	16281 (311)	(a) Number (b) Receipts 6,524,000	(a) Per Contract (b) Per \$100 of Receipts .041	.014	2,675	913
MINIMUM PREMIUM BI \$27 PD \$20							
ANNUAL PREMIUM \$3,588							

Amount Due: \$ 897

### AMENDMENT OF BLANKET CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

It is agreed that the following marked exclusions in this endorsement shall not apply:

- ☐ (4) "THIRD PARTY BENEFICIARY" exclusion
- ☒ (5) "COMPLETED OPERATIONS-PRODUCTS" exclusion

# Employers Insurance of Wausau

## ENDORSEMENT

Invoice Number	Invoice Date			Amount Due
				\$
Policy Number	Assn.	End. No. T	Representative	Alpha Code
0920 00 048494		5		
Named Insured and Address			Audit Period	
CHARLES A. GAETANO				
CONSTRUCTION CORP.				

This Endorsement is effective 7 1 79  
Policy Period: From  
to

and will terminate with the policy.

12:01 A.M., standard time at the address of the named insured as stated herein.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

PRODUCTS HAZARD EXCEPTIONS

IT IS AGREED THAT THE PRODUCTS HAZARD DOES NOT INCLUDE BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE NAMED INSURED'S PRODUCTS MANUFACTURED, SOLD, HANDLED OR DISTRIBUTED IN CONNECTION WITH (1) THE USE OF ANY PREMISES DESCRIBED IN THIS ENDORSEMENT, OWNED BY OR RENTED TO THE NAMED INSURED OR (2) ANY OPERATION, DESCRIBED IN THIS ENDORSEMENT, CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED.

DESCRIPTION OF PREMISES AND OPERATIONS: LANDSCAPE GARDENING

All other provisions and conditions remain unchanged.

G610

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

**"automobile"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

**"bodily injury"** means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

**"collapse hazard"** includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**;

**"completed operations hazard"** includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair, or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,

policy applies;

- (d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

**"elevator"** means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumb-waiter used exclusively for carrying property and having a compartment height not exceeding four feet;

**"explosion hazard"** includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract**;

**"incidental contract"** means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

**"insured"** means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

**"mobile equipment"** means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

**"named insured"** means the person or organization named in Item 1. of the declarations of this policy;

**"named insured's products"** means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

**"occurrence"** means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

**"policy territory"** means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

#### CONDITIONS

1. **Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **Inspection and Audit** The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws** When this policy is certified

**"products hazard"** includes **bodily injury** and **property damage** arising out of the **named insured's** products or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

**"property damage"** means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

**"underground property damage hazard"** includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

#### 4. Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.

- (b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

- (c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**5. Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

**6. Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**7. Subrogation** In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

**8. Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

**9. Assignment** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

**10. Three Year Policy** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

**11. Cancellation** This policy may be canceled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**12. Declarations** By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

**13. Mutual Policy Conditions. PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY.** No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF, the EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN has caused this policy to be signed by its president and secretary at Wausau, Wisconsin, and countersigned on the declarations page by a duly authorized representative of the company.

R. J. Wendorff  
Secretary

John Honeman  
President

2/6/78 2/6/79

# Employers Insurance of Wausau

## COMBINATION CASUALTY POLICY

PLEASE READ YOUR POLICY



THIS POLICY IS NONASSESSABLE

**MUTUALS-MEMBERSHIP AND VOTING NOTICE:** The insured is notified that by virtue of this policy, he is a member of the Employers Mutual Liability Insurance Company of Wisconsin, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual Meetings are held in its home office at Wausau, Wisconsin, on the fourth Friday of May, in each year, at 9:00 o'clock A. M.

## Employers Mutual Liability Insurance Company of Wisconsin

HOME OFFICE: WAUSAU, WISCONSIN

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

### COVERAGES

The insurance afforded by this policy is only with respect to such Coverages as are indicated by specific premium charge or charges in the appropriate Coverage Schedule or Schedules of the Coverage Part or Parts attached to and hereby made a part of this policy.

### SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in

court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation

# Employers Insurance of Wausau

## COMBINATION CASUALTY POLICY DECLARATIONS

**Policy Number**

0929 00 048494

**Item 1. Named Insured and Address**

CHARLES A. GAETANO  
CONSTRUCTION CORP.  
1506 WHITESBORO STREET  
UTICA, NY 13502

The named insured is: ☐ individual; ☐ partnership; ☒ corporation;☐ joint venture; ☐ otherAdjustment of premium shall be made: MONTHLY  
REPLACES BINDER NO. 9-81699

Business of Named Insured is:

**Item 2. Policy Period: From**

7 1 78 to 7 1 79

12:01 A.M., standard time at address of the named insured as stated herein.

3. The insurance afforded is only with respect to such Coverages as are indicated by specific premium charge or charges in the appropriate Coverage Schedule or Schedules of the Coverage Part or Parts attached to this policy. The limit of the company's liability against each such coverage shall be as stated in the appropriate Coverage Schedule or Schedules for the Coverage Part or Parts attached to this policy.

SUMMARY OF INSURANCE AND PREMIUM CHARGES		PREMIUM CHARGES
COMPREHENSIVE GENERAL LIABILITY INSURANCE		\$7,277 00
PREMISES MEDICAL PAYMENTS INSURANCE		188 00
PERSONAL INJURY LIABILITY INSURANCE		213 00
Endorsements		2,3 &4 \$1,766 00
		Amount Due
		\$9,444 00
Coverage Parts 560-4-1 560-12-1 560-13-1		

- ☒ Attached to Form 60-1.1 and Coverage Parts shown above.  
Issued by EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN
- ☐ Attached to Form J60-1.1 and Coverage Parts shown above.  
Issued by ILLINOIS EMPLOYERS INSURANCE OF WAUSAU

Countersigned by

Authorized Company Representative

Bur.

10-76 PRD. USA

M60-1.1

# Employers Insurance of Wausau

## COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

Named Insured **CHARLES A. GAETANO**  
**CONSTRUCTION CORP.**  
 Policy Number **0929 00 048494**

### COVERAGE SCHEDULE

1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY		ADVANCE PREMIUM
	Each Occurrence	Aggregate	
A-Bodily Injury Liability	\$ 500,000	\$ 500,000	\$4,620 00
B-Property Damage Liability	\$ 100,000	\$ 100,000	\$2,657 00
Total Advance Premium			\$7,277 00

2. The declarations are completed on the accompanying schedule(s) designated "General Liability Hazards".
3. The locations of all premises owned by, rented to or controlled by the named insured and the part occupied by named insured are shown on the accompanying schedule(s).
4. Interest of named insured in such premises: Owner ☐; Tenant ☐; General Lessee ☐.
5. The accompanying schedule(s) disclose(s) all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

### COVERAGES

#### I. COVERAGE A-BODILY INJURY LIABILITY

#### COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A. bodily injury or

Coverage B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - any watercraft owned or operated by or rented or loaned to any insured, or
  - any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - liability assumed by the insured under an incidental contract, or
  - expenses for first aid under the Supplementary Payments provision;
- to bodily injury or property damage for which the insured or his indemnitee may be held liable
  - as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
    - by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
    - by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- to property damage to
  - property owned or occupied by or rented to the insured,
  - property used by the insured, or
  - property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

## COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART (Continued)

- (l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
  - (1) the delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
  - (2) the failure of the **named insured's** products or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;  
but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's** products or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;
- (n) to **property damage** to the **named insured's** products arising out of such products or any part of such products;
- (o) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's** products or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to **property damage** included within:
  - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x";
  - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c";
  - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

## II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
- (b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the **named insured** while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;  
provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:
    - (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
    - (2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

## III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

**Coverage A**—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one occurrence shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the schedule as "aggregate".

**Coverage B**—The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of **property damage** liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate":

- (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
- (2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

**Coverages A and B**—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

## IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.



# GENERAL LIABILITY HAZARDS

Named Insured: CHARLES A. GAETANO CONSTRUCTION CORP.

Policy No. 0929 00 048494 Schedule No.1

(M) 10-78 PRD, USA

580-3

Description of Hazards (Show Summary of Premium When Applicable)	Item No.	Code Number	Premium Bases	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
<p>---PREMISES-OPERATIONS---</p> <p>---NEW YORK---(T-02)</p> <p>CONTRACTORS-CONSTRUCTION OR ERECTION- EXECUTIVE SUPERVISORS EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION</p> <p>CONTRACTORS' PERMANENT YARDS- MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL</p> <p>CARPENTRY</p> <p>CONCRETE CONSTRUCTION-INCLUDING FOUNDATIONS, MAKING, SETTING UP OR TAKING DOWN FORMS, SCAFFOLDS, FALSEWORK, OR CONCRETE DISTRIBUTING APPARATUS</p> <p>CONCRETE-RATED AS: AIRPORT RUNWAY OR WARMING APRON CONSTRUCTION PAVING OR REPAVING</p> <p>MASONRY</p>	1	15192 (52)	83,000	1.395	.540	1,158 00	448 00
	2	42264 (52)	23,000	1.014	.453	233 00	104 00
	3	17535 (52)	109,000	.710	.313	774 00	341 00
	4	17745 (52)	16,200	1.522	.410	247 00	66 00
	5	16135 (52)	379,000	.824	.345	3,123 00	1,308 00
	6	17425 (52)	486,000	.596	.205	2,897 00	996 00

Employers Insurance of Wausau

B

## GENERAL LIABILITY HAZARDS

Named Insured: CHARLES A. GAETANO CONSTRUCTION CORP.

Policy No. 0929 00 048494 Schedule No. 2

(M) 10-76 PRD, USA

560-3

Description of Hazards (Show Summary of Premium When Applicable)	Item No.	Code Number	Premium Bases	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
EXCAVATION	7*	15111XC (52)	(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration 200,000	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 Remuneration 2.536	2.127	5,072 00	4,254 00
LANDSCAPE GARDENING-INCLUDING COMPLETED OPERATIONS (PRODUCTS INCLUDED BY END #5)	8	07311XC (52)	100,000	.659	.896	659 00	896 00
MINIMUM PREMIUM BI \$42 00 PD \$14 00							
---INDEPENDENT CONTRACTORS---							
CONSTRUCTION OPERATIONS-CONTRACTOR (NOT RAILROADS)-EXCLUDING OPERATIONS ON BOARD SHIPS		16291 (51)	COST PER PROJECT	PER \$100 OF COST PER PROJECT			
FIRST \$ 500,000	9		500,000	.070	.0190	350 00	95 00
NEXT \$ 500,000	10		500,000	.0340	.0102	170 00	51 00
OVER \$1,000,000	11		2,000,000	.0087	.0025	174 00	50 00
MINIMUM PREMIUM BI \$15 00 PD \$13 00							
---COMPLETED OPERATIONS---							
CARPENTRY	12	17535 (55)	321,200	.271	.251	87 00	81 00
CONCRETE CONSTRUCTION	13	15131S (55)	40,150	.594	.209	24 00	8 00

Employers Insurance of Wausau

# GENERAL LIABILITY HAZARDS

Named Insured: CHARLES A. GAETANO CONSTRUCTION CORP.

Policy No. 0929 00 048494 Schedule No. 3

(M) 10-76 PRD. USA

560-3

Description of Hazards (Show Summary of Premium When Applicable)	Item No.	Code Number	Premium Bases	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
CONSTRUCTION OR SURFACING-SIDEWALKS, DRIVEWAYS, PARKING LOTS OR YARDS	14	16141 (55)	(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration 1,043,900	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 Remuneration .383	.105	400 00	110 00
MASONRY	15	17425 (55)	1,365,100	.293	.147	400 00	201 00
EXCAVATION	16	15111 (55)	1,244,650	.789	.544	982 00	677 00
GENERAL CONTRACTING-BUILDING CONSTRUCTION							
BUILDINGS	17	15164 (55)	3,300,000	.511	.279	1,686 00	921 00
MINIMUM PREMIUM BI \$301 00 PD \$209 00							
EXCESS LIMITS CHARGE	18	99901 (48)				10 00	5 00

Employers Insurance of Wausau



# GENERAL LIABILITY HAZARDS

Named Insured: CHARLES A. GAETANO CONSTRUCTION CORP.

Policy No. 0929 00 048494 Schedule No. 4

Description of Hazards (Show Summary of Premium When Applicable)	Item No.	Code Number	Premium Bases	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
			(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 Remuneration			
SUMMARY OF ESTIMATED PREMIUM							
			ESTIMATED ANNUAL				
AUDITED (M&C, O&C, COMP OPS, PERS INJ AND END 2 & 4)			87331 00	9336 00			
NON-AUDITED (EXCESS LIMITS, END #3)				108 00			
TOTAL ADVANCE PREMIUM				9444 00			

(M) 10-76 PRD. USA

560-3

Employers Insurance of Wausau

# Employers Insurance of Wausau

## PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

Named Insured **CHARLES A. GAETANO**  
**CONSTRUCTION CORP.**  
Policy Number **0929 00 048494**

### COVERAGE SCHEDULE

1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY		ADVANCE PREMIUM
E. Premises Medical Payments	\$ 5,000	each person	
	\$ 10,000	each accident	\$188 00
(a) Premises and operations			\$
(b) Escalators			INCLUDED
(c) Sports activities			\$
Total Advance Premium			\$188 00

### I. COVERAGE E- PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for **bodily injury** liability under this policy.

#### Exclusions

This insurance does not apply:

##### (a) to **bodily injury**

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (i) any watercraft owned or operated by or rented or loaned to any insured, or
  - (ii) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on the insured premises; or
- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

##### (b) to **bodily injury**

- (1) included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor;
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

##### (c) to **bodily injury**

- (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;
- (2) to any other tenant if the **bodily injury** occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;

- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

### II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all medical expense for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

**PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART (Continued)**

**IV. POLICY TERRITORY**

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

**V. ADDITIONAL CONDITION**

**Medical Reports; Proof and Payment of Claim**

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

# GENERAL LIABILITY HAZARDS

Named Insured: CHARLES A. GAETANO CONSTRUCTION CORP.

Policy No. 0929 00 048494 Schedule No. 1

Description of Hazards (Show Summary of Premium When Applicable)	Item No.	Code Number	Premium Bases	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
ALL OPERATIONS CLASSIFICATION  MINIMUM \$10 00			(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 Remuneration			
			BI PREMIUM 14,163 00	% 5.3		751 00	

Employers Insurance of Wausau

EMPLOYERS INSURANCE OF WAUSAU

# Employers Insurance of Wausau

## PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

Named Insured **CHARLES A. GAETANO**  
**CONSTRUCTION CORP.**  
 Policy Number **0929 00 048494**

### COVERAGE SCHEDULE

1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGE	LIMITS OF LIABILITY	ADVANCE PREMIUM
<b>P. Personal Injury Liability—Item No. <u>19</u> Code No. 99980 (48)</b>  The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.  <b>Groups of Offenses</b>  <b>A. False Arrest, Detention or Imprisonment, or Malicious Prosecution</b> <u>2</u> % of total Premises—Operations Bodily Injury Liability Premium	<b>\$ 500,000</b> aggregate  Insured's Participation _____ %	<b>\$71.00</b> ADVANCE  (Annual \$ <b>283.00</b> )
<b>B. Libel, Slander, Defamation or Violation of Right of Privacy</b> <u>2</u> % of total Premises—Operations Bodily Injury Liability Premium		<b>\$71.00</b> ADVANCE  (Annual \$ <b>283.00</b> )
<b>C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy</b> <u>2</u> % of total Premises—Operations Bodily Injury Liability Premium		<b>\$71.00</b> ADVANCE  (Annual \$ <b>283.00</b> )
<b>Minimum Premium \$55.00</b>		<b>Total Advance Premium \$ 213.00</b>

EXCLUSION "C" IS HEREBY DELETED

### COVERAGE

#### I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- to liability assumed by the insured under any contract or agreement;
- to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.



## PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART (Continued)

### II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and
  - (i) any director or stockholder thereof while acting within the scope of his duties as such; and
  - (ii) any executive officer of the named insured while acting within the scope of his employment for the named insured.

The term "executive officer" means any person holding any of the officer positions created by the charter or bylaws of the named insured.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

### III. LIMITS OF LIABILITY INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total liability of the company for all damages because of all personal injury to which this coverage applies shall not exceed the limit of personal injury liability stated in the schedule as "aggregate."

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

### IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

# Employers Insurance of Wausau

## PERSONS INSURED EXECUTIVE OFFICERS AND EMPLOYEES

Policy Number

0929 00 048494

Assn.

End.  
No.  
1

T

Representative

Alpha Code

Named Insured and Address

CHARLES A. GAETANO  
CONSTRUCTION CORP.

This Endorsement is effective 7 1 78

and will terminate with the policy.

Policy Period: From  
to

12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- ( X ) COMPREHENSIVE GENERAL LIABILITY INSURANCE
- ( ) MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
- ( ) OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
- ( ) OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
- ( ) STOREKEEPERS' INSURANCE

It is agreed that the "Persons Insured" provision is amended as follows:

1. Subdivision (c) is replaced by the following:

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and

(i) any director or stockholder thereof while acting within the scope of his duties as such; and

(ii) any executive officer of the named insured while acting within the scope of his employment for the named insured.

The term "executive officer" means any person holding any of the officer positions created by the charter or bylaws of the named insured.

2. The word "insured" also includes any employee of the named insured while acting within the scope of his employment for the named insured; provided, that no person shall be an insured under this paragraph with respect to:

(a) bodily injury to (i) any fellow employee of such person injured in the course of his employment or (ii) the named insured or (iii) if the named insured is a partnership or joint venture, any partner or member thereof;

(b) property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (i) another employee of the named insured or (ii) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof.

All other provisions and conditions remain unchanged.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

# Employers Insurance of Wausau

## ENDORSEMENT

Invoice Number

Invoice Date

Amount Due

\$

Policy Number

Assn.

End.  
No.  
2

T

Representative

Alpha Code

0929 00 048494

Named Insured and Address

Audit Period

CHARLES A. GAETANO  
CONSTRUCTION CORP.

This Endorsement is effective

7 1 78

and will terminate with the policy.

Policy Period: From

to

12:01 A.M. standard time at the address of the named insured as stated herein.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM PROPERTY DAMAGE ENDORSEMENT  
(INCLUDING COMPLETED OPERATIONS)

IT IS AGREED THAT THE INSURANCE FOR PROPERTY DAMAGE LIABILITY APPLIES, SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

- A. THE EXCLUSIONS RELATING TO PROPERTY DAMAGE TO (1) PROPERTY OWNED, OCCUPIED OR USED BY OR RENTED TO THE INSURED OR IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL AND (2) WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED ARISING OUT OF THE WORK OR ANY PORTION THEREOF, OR OUT OF MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION THEREWITH, ARE REPLACED BY THE FOLLOWING EXCLUSIONS (Y) AND (Z):

(Y) TO PROPERTY DAMAGE

- (1) TO PROPERTY OWNED OR OCCUPIED BY OR RENTED TO THE INSURED, OR, EXCEPT WITH RESPECT TO THE USE OF ELEVATORS, TO PROPERTY HELD BY THE INSURED FOR SALE OR ENTRUSTED TO THE INSURED FOR STORAGE OR SAFEKEEPING,

# Employers Insurance of Wausau

ENDORSEMENT (Continued)

CHARLES A. GAETANO  
CONSTRUCTION CORP.

0929 00 048494  
SHEET 2 OF END. #2

(2) EXCEPT WITH RESPECT TO LIABILITY UNDER A WRITTEN SIDETRACK AGREEMENT OR THE USE OF ELEVATORS TO

- (A) PROPERTY WHILE ON PREMISES OWNED BY OR RENTED TO THE INSURED FOR THE PURPOSE OF HAVING OPERATIONS PERFORMED ON SUCH PROPERTY BY OR ON BEHALF OF THE INSURED,
- (B) TOOLS OR EQUIPMENT WHILE BEING USED BY THE INSURED IN PERFORMING HIS OPERATIONS,
- (C) PROPERTY IN THE CUSTODY OF THE INSURED WHICH IS TO BE INSTALLED, ERECTED OR USED IN CONSTRUCTION BY THE INSURED,
- (D) THAT PARTICULAR PART OF ANY PROPERTY, NOT ON PREMISES OWNED BY OR RENTED TO THE INSURED,
  - (I) UPON WHICH OPERATIONS ARE BEING PERFORMED BY OR ON BEHALF OF THE INSURED AT THE TIME OF THE PROPERTY DAMAGE ARISING OUT OF SUCH OPERATIONS, OR
  - (II) OUT OF WHICH ANY PROPERTY DAMAGE ARISES, OR
  - (III) THE RESTORATION, REPAIR OR REPLACEMENT OF WHICH HAS BEEN MADE OR IS NECESSARY BY REASON OF FAULTY WORKMANSHIP THEREON BY OR ON BEHALF OF THE INSURED;

(Z) WITH RESPECT TO THE COMPLETED OPERATIONS HAZARD AND WITH RESPECT TO ANY CLASSIFICATION STATED ON THE SCHEDULE(S) DESIGNATED GENERAL LIABILITY HAZARDS AS "INCLUDING COMPLETED OPERATIONS," TO PROPERTY DAMAGE TO WORK PERFORMED BY THE NAMED INSURED ARISING OUT OF THE WORK OR ANY PORTION THEREOF, OR OUT OF MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION THEREWITH.

B. THE INSURANCE AFFORDED BY THIS ENDORSEMENT SHALL BE EXCESS INSURANCE OVER ANY VALID AND COLLECTIBLE PROPERTY INSURANCE (INCLUDING ANY DEDUCTIBLE PORTION THEREOF) AVAILABLE TO THE INSURED, SUCH AS BUT NOT LIMITED TO FIRE AND EXTENDED COVERAGE, BUILDER'S RISK COVERAGE OR INSTALLATION RISK COVERAGE, AND THE "OTHER INSURANCE" CONDITION IS AMENDED ACCORDINGLY.

ITEM NO. 20

CODE NO. 99982 (48)

RATE: 15% OF M&C, O&C, COMP OPS AND CONT PD PREMIUM

MINIMUM PREMIUM: \$20 00

ESTIMATED PD PREMIUM: \$1,758 00

AMOUNT DUE: \$440 00

All other provisions and conditions remain unchanged. G5504-1

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

# Employers Insurance of Wausau

## ENDORSEMENT

Invoice Number

Invoice Date

Amount Due

\$

Policy Number

Assn.

End.  
No.

T

Representative

Alpha Code

0929 00 048494

3

Named Insured and Address

Audit Period

CHARLES A. GAETANO  
CONSTRUCTION CORP.

This Endorsement is effective

7 1 78

and will terminate with the policy.

Policy Period: From  
to

12:01 A.M. standard time at the address of the named insured as stated herein.

### HOST LIQUOR LIABILITY ENDORSEMENT

THIS ENDORSEMENT DOES NOT MODIFY ANY COVERAGE PART FORMING A PART OF THIS POLICY.

### SCHEDULE

THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS ENDORSEMENT HAVING REFERENCE THERETO.

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>	<u>PREMIUM</u>
INJURY TO PERSON	\$500,000 EACH PERSON \$500,000 EACH OCCURRENCE	\$51 00
INJURY TO PROPERTY	\$100,000 EACH OCCURRENCE OR SERIES OF OCCURRENCES	\$18 00
INJURY TO MEANS OF SUPPORT	\$100,000 ALL PERSONS ARISING FROM ONE OCCURRENCE OR SERIES OF OCCURRENCES	\$24 00
ITEM NO. <u>21</u>	CODE NO 70414(50)	TOTAL PREMIUM \$93 00

# Employers Insurance of Wausau

ENDORSEMENT (Continued)

CHARLES A. GAETANO  
CONSTRUCTION CORP.

0929 00 048494  
SHEET 2 OF END. #3

## COVERAGE

THE COMPANY, IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL OF THE PROVISIONS OF THE POLICY NOT EXPRESSLY MODIFIED HEREIN, AGREES WITH THE NAMED INSURED AS FOLLOWS:

### I. COVERAGE AGREEMENT.

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES BY REASON OF THE PROVISIONS OF ANY CIVIL DAMAGE ACT, BECAUSE OF INJURY CAUSED BY THE GIVING, FURNISHING OR DELIVERING OF ALCOHOLIC LIQUOR TO ANY PERSON OR PERSONS BY THE INSURED, AND THE COMPANY SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT AGAINST THE INSURED SEEKING SUCH DAMAGES, EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE, OR FRAUDULENT, AND MAY MAKE SUCH INVESTIGATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT, BUT THE COMPANY SHALL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR TO DEFEND ANY SUIT AFTER THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.

### EXCLUSIONS:

THIS INSURANCE DOES NOT APPLY:

- (A) TO INJURY TO PERSON SUSTAINED BY ANY PERSON WHILE ENGAGED IN THE EMPLOYMENT OF THE NAMED INSURED;
- (B) TO INJURY TO THE MEANS OF SUPPORT OF ANY PERSON AS THE RESULT OF ANY INJURY TO PERSON SUSTAINED BY SUCH PERSON WHILE ENGAGED IN THE EMPLOYMENT OF THE NAMED INSURED;
- (C) TO INJURY TO
  - (1) PROPERTY OWNED OR OCCUPIED BY, LEASED OR RENTED TO THE INSURED;
  - (2) PROPERTY USED BY THE INSURED, OR
  - (3) PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL;
- (D) TO ANY INJURY WITH RESPECT TO WHICH INSURANCE IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO BODILY INJURY LIABILITY OR PROPERTY DAMAGE LIABILITY;
- (E) TO ANY GIVING, FURNISHING OR DELIVERING OF ALCOHOLIC LIQUOR FOR WHICH THE INSURED MAY BE HELD LIABLE AS A PERSON OR ORGANIZATION ENGAGED IN THE BUSINESS OF MANUFACTURING, DISTRIBUTING, SELLING OR SERVING ALCOHOLIC BEVERAGES OR AS AN OWNER OR LESSOR OF PREMISES USED FOR SUCH PURPOSES.

# Employers Insurance of Wausau

ENDORSEMENT (Continued)

CHARLES A. GAETANO  
CONSTRUCTION CORP.

0929 00 048494  
SHEET 3 OF END. #3

## II. PERSONS INSURED.

EACH OF THE FOLLOWING IS AN INSURED UNDER THIS INSURANCE TO THE EXTENT SET FORTH BELOW:

- (A) IF THE NAMED INSURED IS DESIGNATED IN THE DECLARATIONS AS AN INDIVIDUAL, THE PERSON SO DESIGNATED BUT ONLY WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH HE IS THE SOLE PROPRIETOR;
- (B) IF THE NAMED INSURED IS DESIGNATED IN THE DECLARATIONS AS A PARTNERSHIP OR JOINT VENTURE, THE PARTNERSHIP OR JOINT VENTURE SO DESIGNATED AND ANY PARTNER OR MEMBER THEREOF BUT ONLY WITH RESPECT TO HIS LIABILITY AS SUCH;
- (C) IF THE NAMED INSURED IS DESIGNATED IN THE DECLARATIONS AS OTHER THAN AN INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE, THE ORGANIZATION SO DESIGNATED AND ANY EXECUTIVE OFFICER, DIRECTOR OR STOCKHOLDER THEREOF WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH;
- (D) ANY PERSON (OTHER THAN AN EMPLOYEE OF THE NAMED INSURED) OR ORGANIZATION WHILE ACTING AS REAL ESTATE MANAGER FOR THE NAMED INSURED.

THIS INSURANCE DOES NOT APPLY TO INJURY ARISING OUT OF THE CONDUCT OF ANY PARTNERSHIP OR JOINT VENTURE OF WHICH THE INSURED IS A PARTNER OR MEMBER AND WHICH IS NOT DESIGNATED IN THIS POLICY AS A NAMED INSURED.

## III. LIMITS OF LIABILITY

REGARDLESS OF THE NUMBER OF (1) INSUREDS UNDER THIS POLICY, (2) PERSONS OR ORGANIZATIONS WHO SUSTAIN INJURY, OR (3) CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF ANY INJURY, THE COMPANY'S LIABILITY IS LIMITED AS FOLLOWS:

INJURY TO PERSON. WITH RESPECT TO THE INSURANCE AFFORDED FOR INJURY TO PERSON, THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS APPLICABLE TO "EACH PERSON" IS THE LIMIT OF THE COMPANY'S LIABILITY ON ACCOUNT OF INJURY TO PERSON SUSTAINED BY ONE PERSON IN ANY ONE OCCURRENCE, OR SUSTAINED BY ONE PERSON IN ANY SERIES OF OCCURRENCES, ARISING OUT OF ONE CASE OF INTOXICATION; AND THE LIMIT OF SUCH LIABILITY STATED IN THE SCHEDULE AS APPLICABLE TO "EACH OCCURRENCE" IS, SUBJECT TO THE ABOVE PROVISION RESPECTING EACH PERSON, THE TOTAL LIMIT OF THE COMPANY'S LIABILITY ON ACCOUNT OF INJURY TO PERSON SUSTAINED BY ALL PERSONS INJURED IN ANY ONE OCCURRENCE, OR SERIES OF OCCURRENCES ARISING OUT OF ANY ONE CASE OF INTOXICATION.

# Employers Insurance of Wausau

ENDORSEMENT (Continued)

CHARLES A. GAETANO  
CONSTRUCTION CORP.

0929 00 048494  
SHEET 4 OF END. #3

INJURY TO PROPERTY. THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS APPLICABLE TO "INJURY TO PROPERTY" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY ON ACCOUNT OF INJURY TO PROPERTY RESULTING FROM ANY ONE OCCURRENCE, OR SERIES OF OCCURRENCES ARISING OUT OF ANY ONE CASE OF INTOXICATION.

INJURY TO MEANS OF SUPPORT. THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS APPLICABLE TO "INJURY TO MEANS OF SUPPORT" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY ON ACCOUNT OF ALL PERSONS WHO SHALL BE INJURED IN MEANS OF SUPPORT ON ACCOUNT OF ANY ONE OCCURRENCE, OR SERIES OF OCCURRENCES ARISING OUT OF ANY ONE CASE OF INTOXICATION, OR ON ACCOUNT OF ALL PERSONS WHO SHALL BE INJURED IN MEANS OF SUPPORT BY REASON OF THE FAILURE OF ANY ONE PERSON TO FURNISH MEANS OF SUPPORT.

#### IV. ENDORSEMENT PERIOD; TERRITORY

THIS INSURANCE APPLIES ONLY TO INJURY OCCURRING DURING THE POLICY PERIOD WITHIN THE POLICY TERRITORY IN CONSEQUENCE OF THE GIVING, FURNISHING, OR DELIVERING OF ALCOHOLIC LIQUOR DURING THE POLICY PERIOD.

#### V. POLICY CONDITIONS

THE CONDITIONS OF THE POLICY CAPTIONED "INSPECTION AND AUDIT," "INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT," "ACTION AGAINST COMPANY," "OTHER INSURANCE," "SUBROGATION," "CHANGES," "ASSIGNMENT," "THREE-YEAR POLICY," "CANCELATION," AND "DECLARATIONS" APPLY TO THE INSURANCE AFFORDED BY THIS ENDORSEMENT.

#### VI. ADDITIONAL AND AMENDED DEFINITIONS

WHEN USED IN REFERENCE TO THIS INSURANCE, THE WORD "OCCURRENCE" MEANS AN ACCIDENT, INCLUDING INJURIOUS EXPOSURE TO CONDITIONS, WHICH RESULTS, DURING THE ENDORSEMENT PERIOD, IN AN INJURY NEITHER EXPECTED NOR INTENDED FROM THE STANDPOINT OF THE INSURED.

WHEN USED IN REFERENCE TO THIS INSURANCE, THE UNQUALIFIED WORD "INJURY" MEANS INJURY IN PERSON OR PROPERTY, OR INJURY TO THE MEANS OF SUPPORT OF ANY PERSON.

All other provisions and conditions remain unchanged.

G5516

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.



# Employers Insurance of Wausau

## BLANKET CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

Invoice Number

Invoice Date

Amount Due

\$

Policy Number

Assn.

End.  
No.

T

Representative

Alpha Code

0929 00 048494

4

Named Insured and Address

Audit Period

CHARLES A. GAETANO  
CONSTRUCTION CORP.

This Endorsement is effective  
Policy Period: From

7 1 78

to

and will terminate with the policy.

12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to Comprehensive General Liability Insurance.

It is agreed that:

### I. CONTRACTUAL LIABILITY.

Such insurance as is afforded by the Bodily Injury Liability and Property Damage Liability coverages also applies to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy, except as modified by this endorsement.

### EXCLUSIONS.

All of the exclusions of the policy applicable to the Bodily Injury Liability and Property Damage Liability coverages apply to the insurance afforded by this endorsement, except exclusions (a), (b), (d), (e) and (j); and, except as otherwise indicated in the Schedule of this endorsement, the insurance afforded by this endorsement also does not apply:

- (1) (a) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of professional services performed by the insured including
  - (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
  - (ii) supervisory inspection or engineering services;
- (b) if the indemnitee of the insured is an architect, engineer or surveyor, to liability of the indemnitee, his agents or employees, arising out of
  - (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
  - (ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (2) to property damage to any property owned by, rented to or used by the indemnitee if such property damage is caused by the sole negligence of the indemnitee;
- (3) to any obligation of the insured to indemnify

## BLANKET CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT (Continued)

- (a) any employee of the insured or member of such employee's family because of bodily injury sustained by such employee in the course of his employment by the insured; or
- (b) any employee of the insured because of bodily injury sustained by a fellow employee injured in the course of his employment by the insured;

### THIRD-PARTY BENEFICIARY

- (4) to any obligation for which the insured may be held liable in an action on a contract by a third-party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

### COMPLETED OPERATIONS – PRODUCTS HAZARDS

- (5) to bodily injury or property damage included within the completed operations hazard or the products hazard;

## II. LIMITS OF LIABILITY.

The "Limits of Liability" provision is amended to further provide that the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability stated in this endorsement as "aggregate".

Such aggregate shall apply separately with respect to each project away from premises owned by or rented to the named insured.

## III. ADDITIONAL DEFINITIONS.

When used in reference to this insurance:

"indemnatee" means the person or organization claiming indemnification from the insured;

"insured contract" means any written contract entered into by the named insured prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but "insured contract" does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent.

## IV. AMENDED AND ADDITIONAL CONDITIONS.

**Premium.** With respect to the insurance afforded under this endorsement, the premium bases and rates for this insurance are the bases and rates shown in the Schedule.

When used as a premium basis for this insurance, "receipts" means the total of all amounts received or receivable by the named insured on account of

- (a) all sales of products, merchandise and services during the policy period;
- (b) all rentals of machinery and equipment during the policy period; and
- (c) all contracting operations during the policy period, including but not limited to excavation, construction, erection, demolition, maintenance and repair operations;

provided, that with respect to any sales, rentals or operations under contracts performed in part but not completely during this policy period, receipts shall be allocated to this policy period on a prorata basis in accordance with the proportion of sales, rentals or operations which occur during the policy period.

**Arbitration.** The company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

# Employers Insurance of Wausau

## BLANKET CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT (Continued)

### SCHEDULE

END #4

Aggregate Limit of Liability: \$ 100,000

Classifications SHOW SUMMARY OF PREMIUM WHEN APPLICABLE	Item No.	Code Number	Premium Basis	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
CONSTRUCTION RISKS- BROAD FORM COVERAGE	22	16281 (51)	(a) Number (b) Receipts 7,315,000	(a) Per Contract (b) Per \$100 of Receipts .0522	.0152	3,818 00	1,112 00
MINIMUM PREMIUM BI \$35 00 PD \$25 00							
ANNUAL PREMIUM \$4,930 00							
						Amount Due: \$ 1,233 00	

### AMENDMENT OF BLANKET CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

It is agreed that the following marked exclusions in this endorsement shall not apply:

- ☐ (4) "THIRD PARTY BENEFICIARY" exclusion
- ☒ (5) "COMPLETED OPERATIONS-PRODUCTS" exclusion

# Employers Insurance of Wausau

## ENDORSEMENT

Invoice Number

Invoice Date

Amount Due

\$

Policy Number

0929 00 048494

Assn.

End.

No. T

Representative

Alpha Code

5

Audit Period

Named Insured and Address

CHARLES A. GAETANO  
CONSTRUCTION CORP.

This Endorsement is effective

7 1 78

and will terminate with the policy.

Policy Period: From

to

12:01 A.M., standard time at the address of the named insured as stated herein.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

PRODUCTS HAZARD EXCEPTIONS

IT IS AGREED THAT THE PRODUCTS HAZARD DOES NOT INCLUDE BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE NAMED INSURED'S PRODUCTS MANUFACTURED, SOLD, HANDLED OR DISTRIBUTED IN CONNECTION WITH (1) THE USE OF ANY PREMISES DESCRIBED IN THIS ENDORSEMENT, OWNED BY OR RENTED TO THE NAMED INSURED OR (2) ANY OPERATION, DESCRIBED IN THIS ENDORSEMENT, CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED.

DESCRIPTION OF PREMISES AND OPERATIONS:

LANDSCAPE GARDENING

All other provisions and conditions remain unchanged.

G610

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

**"automobile"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

**"bodily injury"** means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

**"collapse hazard"** includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**;

**"completed operations hazard"** includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,

policy applies;

- (d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

**"elevator"** means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

**"explosion hazard"** includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract**;

**"incidental contract"** means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

**"insured"** means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

**"mobile equipment"** means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

**"named insured"** means the person or organization named in Item 1. of the declarations of this policy;

**"named insured's products"** means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

**"occurrence"** means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

**"policy territory"** means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

#### CONDITIONS

**1. Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

**2. Inspection and Audit** The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

**3. Financial Responsibility Laws** When this policy is certified

**"products hazard"** includes **bodily injury** and **property damage** arising out of the **named insured's** products or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

**"property damage"** means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

**"underground property damage hazard"** includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

**4. Insured's Duties in the Event of Occurrence, Claim or Suit**

- (a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**5. Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

**6. Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**7. Subrogation** In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

**8. Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

**9. Assignment** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

**10. Three Year Policy** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

**11. Cancellation** This policy may be canceled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**12. Declarations** By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

**13. Mutual Policy Conditions. PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY.** No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF, the EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN has caused this policy to be signed by its president and secretary at Wausau, Wisconsin, and countersigned on the declarations page by a duly authorized representative of the company.

*R. J. Wendorff*  
Secretary

*John Shoreman*  
President

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
(Broad Form)

This endorsement modifies the provisions of the policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

It is agreed that:

- I. The policy does not apply:
  - A. Under any Liability Coverage, to **bodily injury or property damage**
    - (1) with respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
  - C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if
    - (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;
    - (2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
    - (3) the **bodily injury or property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.
- II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material, special nuclear material or byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means
  - (a) any **nuclear reactor**,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,
  - (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

**NEW YORK EXCEPTION:** The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

All other provisions and conditions remain unchanged.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.